REPORT

ON THE

LAND TENURES IN MALABAR

Dated the 12th September 1815.

BY

THOMAS WARDEN,
Collector of Malabar.

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To

THE PRESIDENT AND MEMBERS OF THE BOARD OF REVENUE,

FORT SAINT GEORGE.

GENTLEMEN,

After despatching my letter, dated the 20th of April last, which your Board will have found to be supplementary to my report of the 13th of June 1813, I have the honor to receive with your Secretary's letter, dated the 17th of April, extracts from your proceedings at length on the several subjects detailed in that report accompanied by a copy of the Board's letter upon it addressed to the Government.

2. My report of the 20th of April will have supplied in part the additional information the Board require on certain questions affecting the state of the landed property in Malabar. I shall now to the best of my ability endeavour to afford what remains to be supplied.

3. From the explanation given in the Board's proceedings of the nature of meerassy right in Tanjore it appears to resemble very nearly the jenm right of Malabar. The resemblance is precisely similar in that prominent and essential qualification which vests in the holder an absolute property in the soil. This similarity being once admitted, the subordinate gradations of tenure on which land is transferred from one to another will be found to differ in no material degree excepting in the kanum tenure, as will be hereafter explained. The same observation may be applied to all countries where the same supreme right exists.

4. The purchaser of meerassy right may remove the former pyacarries or tenants, labourers and slaves. The purchaser of jenm right can exercise the same privilege. He may remove the former patomkars, who are the tenants on simple rent, and he may dispose, as he pleases, of the slaves he might have bought with the land. But the slaves are seldom removed from the estates on which they were born. It is contrary to the interest of the owner to detach them. He only disposes of the increasing stock for which he might have no immediate use on his own lands. In Tanjore the slaves are called Pullias, in Malabar, Chermer, Pooliyar Paniar, Wettuwar and a few other terms.

5. Much of the meerassy right in Tanjore is the endowed property of Pagodas, Brahmins, and others, who do not personally till the land, and of persons who do not even reside on the land, or in the country where it is situated. It is the same in Malabar; but, in Tanjore, it appears, that the Sircar is never reduced to the necessity of looking to the tenant actually cultivating the soil for the Sircar's tax, as exists in Malabar.

6. Before I explain how this necessity has arisen it requires that I should correct a misapplication which is observable in the Board's proceedings of the term "kanumkar" as corresponding with "pyacarry" in the Carnatic and Porugoody in Tanjore. Porugoody bears I should imagine the same signification with the term koodianmar in Malabar, meaning the peasantry.

7. A simple tenant of land here, who has no personal claim on the ground he cultivates, is generally styled a patomkar or karukar, the former literally meaning a renter, and the latter a husbandman. Kanumkar is a mortgagee, or one who has land pledged to him in security for the interest of money advanced to the jenmkar, which advance, or debt, is the kanum that is ever incumbent, or remains fastened on the land, until it be redeemed.

8. Whether the jenmkar, or kanumkar, shall cultivate the pledged land is a point settled between themselves by mutual agreement. All that kanumkar looks to is securing the interest of his money. He may, for example, be a trader, and totally ignorant of agriculture, or farming. He will, thus circumstanced, agree to the jenmkars cultivating the pledged land by any means in his power. The jenmkar might, or not, possess such means. If he possess them he will most probably be his own farmer. If not he will let out the land to others to cultivate on simple rent. In doing so, he makes the best bargain he can, and the lessees being actuated by the same principle, will strive to obtain it at the lowest rent. There is no such thing as an established division of the produce, whatever that might be, in shares, betwixt jenmkar and tenant. If the slaves, cattle and seed belong to the jenmkar, and are hired by the tenants, the latter will pay a higher rent, than if the stock were their own property, or if they were to obtain it on hire from others.

9. After the rent has been settled, it becomes the interest of the tenants to make the land as productive as they can. They have to pay a certain rent to the jenmkar, and all above it, which their industry can extract from the soil is their own.

10. Out of his rent the jenmkar has to discharge the interest of the kanum on his land and the Government tax. The payment of the tax may be otherwise arranged. The kanumkar might engage to pay it on condition that the jenmkar shall give him an equivalent in grain at a stated price. The residue, technically called the "shistum", or "porapad" remaining to the jenmkar, will thus depend on what he has to pay as interest and Government tax.

11. In the first season we will suppose the jenmkar to be capable of discharging the demand and to have a shistum to enjoy, but that in the ensuing year the cultivating tenants discovering they have made a bad bargain refuse to renew their leases without a reduced rent. The jenmkar seeks for other servants but cannot get them. His own means we will suppose to be inadequate, and his engagement with his kanumdar binds him, on failure to discharge the kanum interest, to put the kanumkar in demand in possession of the pledged land. This additional entry of possession forms the principal clause of all kanum deeds.

12. The kanumkar, being most interested in the cultivation of the land, accordingly takes possession, under the forms established for that particular act. Being, as before observed, no farmer himself, he looks out for tenants and most probably finds them in those who cultivated the preceding year, on agreeing to a reduced rent, which, he can afford to submit to, because, out of it, he has only the Government tax and the interest of his kanum to provide for, the jenmkar's shistum being entirely dependent on what might remain after discharging those paramount claims. The jenmkar cannot insist on more. He must be content with what the kanumkar is pleased to give him as shistam, the latter being ever ready to resign the seizin of the land on his interest being ensured to him, or his kanum redeemed.

13. Let it be now imagined, that, with assistance rendered by the kanumkar to his tenants, or by any other means, the land, in the lapse of a few years has been greatly improved. The jenmkar, ever watchful to take advantage of such an opportunity to benefit himself, seizes it, by demanding from the kanumkar a larger shistum, or a further advance under a threat of redeeming his kanum. The kanumkar refuses. The jenmkar having already secured a person to advance him a sum larger than the original kanum, cancels the latter, and enters into a fresh engagement with the new kanumkar, the conditions of which in regard to cultivating the pledged land shall be the same as the former one.

14. The former tenants have remained all this time unchanged and now again fall under the power of the jenmkar. If they refuse his terms, they are ousted, and others, willing to accede to them, placed in their stead. New tenants we will suppose are put in; have been deceived; and lost by the speculation; that they quit the land; which the jenmkar is now ultimately unable to get cultivated.

15. The new kanumkar enters into possession, and being a farmer, manages the entire estate himself, or his means may only enable him to manage a part; the rest, he either lets out on simple rent, or he might choose to receive money upon it under a kanum lease, in which case he passes the kanum deed in his own name specifying therein the nature of his own right to the land, and from whom holding.

16. So that the kanum tenure may be transferred in whole, or in part, and again subdivided into any number of portions, and transferred from one hand to another, without the jenmkar being competent to interfere. He cannot interfere, his rights as jenmkar being totally suspended so long as the kanum upon his land shall remain unredeemed.

17. Major Walker's treatise on the land tenures and state of landed property in Malabar which accompanied the Commissioner's report to the Board of Revenue dated the 28th of July 1808 contains the fullest information on those points that can be given.

18. I have omitted to mention that either jenmkar, or kanumkar, who may cultivate land through the medium of patomkar, (in Tanjore called Porugoody), might, in their patom leases, stipulate, that the Government tax shall be paid by the patomkars, to whom a portion of the rent will be allowed for that purpose, regulated by what the patomkars may estimate will be the price of grain at the different periods when the kists fall due. They take the risk of its being more or less, and they engage to give the jenmkar or kanumkar, (which-ever of the two they may have received the land from), a fixed quantity of grain, or it may be in money.

19. From the account above given I trust the Board will receive a sufficient insight into what relates to the means and arrangement by which the jenm land in Malabar is cultivated and to the circumstances, which may be called optional, under which the jenmkar, kanumkar, or patomkar may have to pay the Government tax.

20. It will be seen however that I have yet made no allusion to the competency of either the jenmkar or kanumkar to realise the rents from their under tenants. I have hitherto proceeded on the supposition of a state of things in which each party under every circumstance of transition of the land has faithfully abided by the tenor of his engagement. That the jenmkar has kept within the sphere of his

prerogatives; that the kanumkar has honestly rendered the just rights of the jenmkar, that the patomkar has equally performed his part.

21. But such I regret to add is not the existing state of things. The jenmkar possesses no power to distrain; nor does the kanumkar; both depend on the good will of the patomkars for their rents, a jenmkar, or kanumkar, being his own farmer, by which expression, I mean, cultivating land with his own slaves, and stock of husbandry is not here alluded to. My observation is confined to those who depend on others to cultivate ther jenm, or kanum property, and who have only the Courts of Adaulet to look to, for enforcing the recovery of their rents from unruly tenants. Many are the instances in which both jenmkar and kanumkar have paid the Government tax without having realised a grain of rent from their under tenants. It is true they possess the power of ousting them and putting in others, but they must await the decision of the court to obtain their dues from the ousted tenants.

22. The Board will now understand what was meant by the observation in my report of the 13th June 1813 that the jenmkar pessessed not sufficient influence to recover their just rights and how the necessity arises of looking to the cultivating tenants for payment of the Government tax. In all applications that have been made to me in such cases of real hardship I have caused the patomkars to be held responsible for the Government Revenue, and exacted it from them, but their superior the jenmkar or kanumkar has been left to sue for his rights in the judicial courts.

23. This is a serious defect which cannot be too soon corrected. To vest the jenmkars and kanumkars with the full powers of distraint provided for by regulation XXVIII of 1802 would correct the evil, but not in a manner to preclude consequences of a more objectionable tendency. To allow a body of men tempered like the Nayars and moplahs and possessing the animosity they bear against each other, the exercise of such powers would soon lead to a scene of turbulence and contention. Such powers cannot be allowed to either but, to give the Collector the discretion of enforcing them through the medium of the officers employed under him in the collection of the Government Revenue would ensure to both a prompt and satisfactory remedy. In the draft of the regulation which accompained my letter of the 20th of April such an arrangement is provided for in sections.

24. The quotations made in your Board's proceedings from former reports regarding the changes which landed property underwent in Malabar after the Mahomedan invasion, but particularly during the fights of the principal Hindoo proprietors at the period of its close, will apply to a very small part in Malabar. They apply mostly to what are called the Moplah districts in South Malabar where that people had established and maintained a pernicious ascendency over their Hindoo neighbours.

25. It was from one of these districts (Malapuram) that the complaints arose against paying the demand of the ancient land-holders, independently of the Sircar tax, according to *Arshed* Begkhan's assessment, as explained in the extract from the first Bengal Commissioner's report copied in the 212th paragraph of the Board's proceedings.

26. A conclusion is not to be deduced from that partial representation that the general landed property throughout the province had undergone a similar revolution. The Mahomedan Government never succeeded in establishing its

power in the northern districts undisturbed from local insurrection and resistance. The bulk of the Moplahs had their residence on the sea coast. The peaceful habits of trade had infused into them a spirit less ferocious and vengeful than what was remarkable in the character of the southern inland Moplahs. The few families who inhabited the interior were under a rigid subjection to the Nayars.

27. It was not however necessary for the northern, nor coast Moplahs, to have recourse to violence to obtain possession of landed property. From their professional pursuits they were the only monied men in the country, an advantage, which give them the means of lawfully obtaining land, of which the more, or less frequent necessities of the Hindoo proprietors gave them opportunities.

28. But the pretensions of the southern inland Moplahs to a part of the property they held in land could not so fairly stand the test of a legal scrutiny. They were apprehensive on the restoration of the jenmkars that the latter's rights would be respected by our Government. It is therefore not surprising they should declare their readiness and full ability to pay not "only the moiety but the ⅔rds of Arshed Beg's Jumma "*provided they were not obliged to pay also the demands of the ancient land-holders*".

29. The complainants from Malapuram are styled *kanumkar*. They are represented to have been so on Hyder's invasion, and were then found to be the cultivating farmers. In this case, those who were *bona-fide in that character both* in North and South Malabar, may be said to have taken alarm not without just cause, if they imagined that the Company's Government would oblige them to pay the land tax and the *full demands* of the landlords, which existed *before* the introduction of the land tax. They had advanced kanum for their lands. and had perhaps to pay shistum to the jenmkar, after deducting the interest of their kanum. With Hyder's invasion came the land tax. The invasion, or rather Tippoo's subsequent administration expelled the major part of the Hindoo jenmkars; who or their descendants, during the interval, might have had no opportunity to settle accounts with their kanumkars. The kanumkars thus circumstanced had unquestionably just ground for complaint if, with the return of the jenmkars, on the establishment of our Government, they had reason to suppose, they would be compelled to pay the full shistum, independently of the Government tax, which was an impost on their income, *supervening* the attainment of their lands on kanum. Had the Government insisted on such a demand the kanumkars could only have resisted it by throwing up the jenmkars lands, and requiring payment of their mortgage. Such lands as bore a low assessment and left a shistum, after providing for the interest of the kanum, it was in the power of the jenmkars to redeem, when, on the settlement of accounts with their kanumkars, the interest on the arrears of shistum was calculated. It may be naturally concluded that those who could, effected such redemptions, but the greater part could not, and their lands, consequently, remained with the immediate kanumkars, or with those holding from them.

30. The fact above stated of the greater part of the landed property in Malabar being on Hyder's Invasion, found to be distributed among the kanumkars, will not appear in any way extraordinary when I advert to the peculiarity of the kanum, or Malabar mortgage, that it is never foreclosed, but, is redeemable after the lapse of any number of years.

31. A kanumkar, after entering into possession, is invested with every right of proprietorship excepting that of alienating the land by sale. He can only alienate the right he has purchased. The right of sale therefore he can only

command after he has completed the jenm purchase. But his kanum right, as I have already shown, he can transfer in full, or parcel it out in sub-divisions on mortgage, or any other subordinate tenure. The quantum of money lent, characterizes the different gradations of the kanum tenure. Their variety and numbers till they reach the deed which for ever alienates the jenm afford the most conclusive evidence that can be adduced of the tenacity with which the ancient landholders clung to their jenm right.

32. Family pride, or ideas of the respectability which attached to the name of a jenmkar, were not the only incentives that tended to keep alive the predilection for hereditary jenm property. Interest bore the greater share in its support, and when I explain how such interest was derivable, a great deal, if not the whole of the difficulty will be removed which the Board have hitherto experienced in arriving at a clear comprehension of the nature of the Malabar jenm, why the sale price of it should bear such high valuation, and how it happens so few of the jenmkars should be in possession.

33. It was a prerogative inherent, and is still claimed, in the jenm right, that the kanumkar should renew his kanum deed after the lapse of a certain number of years. The renewal entitled the jenmkar to a *remission* of a fixed percentage on his original debt. By such periodical renewals and concomitant deductions the land in process of time became disencumbered of its kanum, and the lease naturally fell in, unless the heirs in succession may have been satisfied with levying a fee in money instead of granting a renewed lease with a reduced kanum. I have never seen a bond in which the time for renewing it was specified, or the least allusion made to that privilege. It seemed to be sufficiently well understood as an established custom of the country and formed the great prerogative of the jenmkar, which gave to him and his heirs a never ceasing interest in the jenm. It always enabled them to borrow money, and in the course of time the land reverted to the family as it were in a regenerated form.

34. The practice of renewing kanum leases may be assimilated to the time leases of England, or lease purchases for a specific term of years, when the purchase money falls in, and the land reverts to the landlord with every improvement that may have been made upon it.

35. Among the Rajahs, the practice was, to require their tenants to renew their deeds at the accession to the raj of every new head. In the Cochin territory such renewals have occurred three times in the last seven years and must have been severely felt if strictly enforced.

36. In Major Walker's treatise it is noticed that a lease in *every case must expire with the life of the jenmkar* and that it *must be* "renewed *by the heir*". There is an exception however to this rule, according to my information, which provides for the old lease running a specific duration of time before the heir can claim the right of renewing it. The justness of it argues in its favour to prevent the hardships a kanumkar would be liable to by a rapid succession of lapses in his jenmkar, for the deduction that takes place at all renewals is 13 per cent. of the kanum besides the payment of an entire year's rent to the jenmkar.

37. I have spoken of this privilege as having been formerly inherent in the jenm right and that it is still claimed. It has been partially put in practice since the restoration of the jenmkars with the establishment of our Government by the head Namboorypads, descendants of those Brahmins who are said to have been the

primeval lords of the land in Malabar, and they may be said to have owed their success to the general reverence entertained for their character particularly among their Nayar or Sudra kanumkars. Their Moplah kanumkars they have not found so compliant. It forms a question of sufficient moment for consideration if the jenmkars should be empowered by legal prosecution to enforce such renewals.

38. After this explanation of the peculiar nature of the Malabar mortgage, called kanum, and of the privilege belonging to the jenmkars of renewing the lease, your Board will perceive it was the most advantageous mode of appropriating their jenm property; and that nothing short of a very severe calamity could be supposed to induce them to part with a right, the value of which it was not easy to estimate by any ordinary scale of calculation.

39. That the same feeling of attachment should have descended to the existing proprietors, can excite no wonder. The Mahomedan despotism in Malabar was too short to effect its overthrow, for it was only within the last three or four years of Tippoo's tyranny, when he issued his frantic edict for a compulsory conversion of the Hindoos that the great emigration into Travancore took place. Hyder's invasion had only been attended by a partial secession from the country of the Rajahs and principal Brahmins, and many, if not the greater number of them returned, on learning that his measures went no further than what might then have been regarded the common rights of conquest. Several of the Rajahs made their submissions to him in person and obtained the management of their respective districts on paying certain fines of entry and becoming tributary to his Government. They continued in management under renewed engagements some years after Tippoo's succession.

40. From this may be assumed the position that during the whole period of the Mahomedan sway in Malabar no act of the sovereign power was pointedly directed to the extermination, or subversion of the property in land held either by Rajahs, Brahmins, Sudras, or Moplahs.

41. The Rajahs at first paid a tribute; on levying which on their country we must suppose they were left to their own discretion, for it nowhere appears they were bound to regulate their demands by any specific rates of taxation. An inspection was afterwards made to ascertain the resources of the different districts and half of the produce of the soil was declared to be the share of the sircar.

42. Such a declaration unquestionably implied a claim on the part of the Government to the full proprietory rent. Neither Hyder nor Tippoo could have entertained any idea regarding property in land different from what existed in their own dominions. It is not therefore extravagant to suppose that both were either strangers to such a pretension, as land belonging to any but the sovereign power. The Rajahs, they may have viewed in the light of Zemindars vested by them with authority to collect the Sircar's share of the rent, in the same manner that those Rajahs were afterwards trusted by us with the revenue management of the country under specific engagements.

43. In regulating the sums to be paid by the Rajahs, and issuing the orders for an inspection into the resources of the country the Mahomedan Government could never have been influenced by any consideration, or regard, to the existence of claims to the productions of the earth, beyond their own, and the hands of the cultivator which raised them.

44. Though these may naturally be admitted to have been their ideas on the subject, it does not appear that the aumildars or deputies, who were latterly appointed to the management of the country conducted their administration under the influence of such a principle.

45. They did not attempt to meddle with the local usages which regulated the transfer of land. They did not grant the cultivation of land to whom they pleased. They did not arbitrarily move the occupants from one estate to another or oust them altogether and place their own dependants or favorites in their room.

46. They found a great portion of the population to be composed of Moplahs, men professing the same faith with their own, of a courageous spirit, and prepared to defend their rights. They found the origin of these people to have sprung from the land of their prophet. They found them enjoying the free exercise of their religion with mosques or places of worship of substantial and admirable structure in every part of the coast. They found them in the undisturbed pursuit of a lucrative trade; and their establishment of such ancient origin that they had partaken or rather engrafted into their domestic polity some of the most peculiar customs prevalent among the Nayars; customs which were contrary to the laws both of the Koran, and the shaster. They found the Nayar custom of inheritance under certain qualifications subsisting in all the Moplah families of North Malabar. They found them in the occupancy of inheritances in land which had been acquired or purchased by their ancestors according to the established usages of the country, supported by title deeds which had secured them inviolate for ages under a Hindoo Government.

47. To have attacked private rights thus acquired, and fenced with the hearts of a whole people would have been the extreme of temerity. The deputies of the Mahomedan Government by their prudent conduct seem to have been aware of the folly of such an attempt, and contented themselves by exacting a land revenue from those whom they found to be in possession, and abstaining from all interference with the rights which may have given them that possession. Indeed it may rather be said that they respected, and acknowledged the jenm rights, if it be true, that Arshed Begkhan in fixing his assessment took not the half of the produce as the Sircar's share, agreeably to his master's orders, but only a certain portion of the jenmkar's patom, leaving a small residue to be enjoyed by them. This may have been the principles he laid down for the assessments, but its execution depended on the actual assessors, and they having their own as well as their employer's interests to look to, seem to have given way to the former and made a very partial assessment. In instance of the jenm right being regarded by Tippoo's local officers, I am able to state my personal observation of title deeds to land in the hands of a very respectable Mussalman, acquired by him on kanum during the period of his public employment under Arshed Begkhan as Khelladaur and Tehsuldar of Palghat cutcherry, the district whence Hyder was invited to his first invasion of Malabar.

48. It will be learnt from the above description, that the landed property in Malabar did not sustain that violent convulsion during the Mahomedan Government as the Board have been led to suppose.

49. The usurpations of the southern Moplahs have been spoken of but it must at the same time be noticed that even these lawless and unprincipled people were not devoid of just notions of the attributes of property. They did not omit to support their usurpations by title deeds. They took care to obtain from the

Hindoo jenmkars and kanumkars, assignments, by regular deeds of the estates they desired to possess, but they extorted these deeds from them by expedients both cruel and artful. The dismay which Tippoo's violent edict threw over the Hindoo population was an event, than which nothing could have afforded them a more favorable opportunity for prosecuting their schemes. At such an epoch of general consternation the fleeing Hindoo land-holders could have cherished but feeble hopes of returning to their estates. They must have been naturally anxious to raise on their landed property what money they could, to support themselves and families in a foreign land and many no doubt willingly transferred their rights to the Moplahs for a trifling consideration, who with all their craft and inhumanity still seem to have imbibed some respect for the jenm, for it does not appear, as far as my enquires have gone that their avidity impelled them to extort that sacred right from the Hindoo land-holders. They were satisfied, by paying to the Hindoo kanumkar a *trifle* to receive a regular assignment of his *whole* kanum, or by obtaining from the jenmkar a *large* kanum assignment, for a small advance, and, in both cases, perhaps, they acquitted their consciences by reserving to the jenmkar what they may have then conceived the empty supremacy of that title.

50. These remarks are meant to apply principally to the southern inland Moplahs. It will be proper however in this place to refer to the situation of those along the sea coast, where, and along the banks of the several rivers, navigable for the transit of merchandise, the bulk of them reside.

51. The Moplahs were found to be established in Malabar on the arrival of the Portuguese. Their influence at that time is known to have been very great. It was to the predominance of that influence that the Portuguese ascribe the difficulties they experienced in effecting their commercial establishment. The whole commerce of the country passed through their hands, and they were naturally jealous of such enterprising rivals as the Portuguese. Engrossing such a lucrative trade as had previously existed with the coast of Arabia by which route, exclusively, the whole of Europe had been supplied with the manufactures and products of India, their wealth must have been of vast extent. Their own story and the traditional history of the country date their colonization centuries before the arrival of the Portuguese. Their extensive settlements and the influence they had acquired even at that time supply sufficient evidence of their remote antiquity, and it requires no stretch of the imagination to believe that such an industrious and artful people after the wealth which by their means had flowed into the country would have found any difficulty in obtaining landed property from the Hindoo race of proprietors.

52. But, when we know the interest which the Rajahs themselves had in encouraging their establishment and promoting their affluence, the fact of their extensive possessions in land can no longer remain a question for doubtful conjecture. The more their wealth, the greater was the revenue derivable to the State; for the death of every Moplah brought part of his worldly substance to the coffers of the Rajah under the title of "Poorshandrum". This appears to have been the condition under which they enjoyed their protection. They were foreigners, and consequently not bound, like the Nayars, by any national ties of vassalage to perform military service. They accumulated their wealth and disposed of it, as they pleased, free from taxation. The hand of death alone, when their concerns with this world ceased, brought to the State its rightful dues for the protection in

person and property enjoyed by the deceased during life. The Rajah's "Poorshandrum" was a public debt to be discharged in full before the heir could enter upon his inheritance. The heir on the other hand could only view it as a fair and equitable fee of entry to possessions which had been acquired by his predecessor and descended to him unimpaired under the protection of the State.

53. A financial system is here developed which afforded an exhaustless source of Revenue. It in fact secured to the Rajahs a portion of the capital of their most industrious and wealthy subjects—capital which arose from the profits of an extensive lucrative commerce; and, if a part of it were vested in landed property, so much the more desirable to the Rajahs, as it gave the advantage of levying their Poorshandrum on what was easily tangible.

54. The account just given of the means by which the respectable part of the Moplah community acquired their political influence and landed possessions leads me to submit a few reflections on those parts of the Board's Proceedings which relate to the condition of the Malabar Rajahs and of their form of Government prior to the Mahomedan invasion.

55. Malabar may be said to have formed a federacy of independent principalities. They had local alliances to defend themselves against each other, but would confederate against a common enemy. The received opinion certainly is that they derived their constitution from a Brahminical Hierarchy.

56. The above opinion seems to acquire much support from the notions which have descended to the head Namboory Brahmins, now existing, styled Namboorypads, of their right over the Rajahs to supremacy in rank. A delicate contest on this point arose in Mr. Rickards' time; he summoned them in conjunction with the Rajahs and jenmkars to a conference for the future settlement of the revenue on principles of taxation to which he deemed their assent desirable. The Namboorypads who attended—the Zamorin, among the other Rajahs, was present—claimed the sole privilege of being seated. The question, I believe, was compromised by permitting them to take their seats first.

57. Another circumstance, which, in my opinion almost conclusively settles the point, is, that these higher Namboory Brahmins, are the only persons of sufficient rank and excellence of blood, from which the Rajahs are deemed worthy of being descended. They are in fact the sires of all the Rajahs in Malabar, and their female progeny, bearing, in their own right, the title of Tambooratties, or Princesses, form the stock through which the royal inheritance is kept up, and who select the partners of their bed exclusively from these Namboorypads. This national custom therefore may be said to give to the Namboorypads a natural pre-eminence in rank over the Rajahs, whence may reasonably be inferred that a custom so different from the laws of regal succession in every other part of India could only have had an origin that must have borne some connection with the existence of a Brahminical Hierarchy. It is understood even that the Rajah should pay the same homage of respect to a Namboorypad as he receives from his own subjects on entering his presence.

58. Though they commanded such high personal respect, they never appear to have intermeddled with the internal administration of the country further than being the referees, and arbiters, of all great questions arising in the State, which required decision by the common law and usage of the land, of which they were looked upon as the only competent expounders.

59. On the accession of our Government a most important question of this nature remained to be decided, involving among others the rights even of some of the Rajahs to their inheritance. It formed a matter ot enquiry which of the Rajahs, chieftains, and Nayars who had unfortunately suffered under Tippoo's edict for a compulsory conversion, should be restored to the rights and privileges of their caste. It was justly considered a most irrational and afflicting calamity that men should forfeit their vital interests, by having been barbarously forced to circumcision, whilst they had still continued in the strict and faithtul observance of the tenets of their religion. No authority was deemed of sufficient competency to pronounce a decision on this question, but a general assembly of the principal Nambootypads, who were accordingly convoked, and solemnly enquired into and disposed of every case that came before them. Here we have another argument in favour of their original supremacy.

60. Though the Rajahs were independent Sovereigns in their respective districts, still they were not so powerful as to be able to maintain, singly, the integrity of their independence. They were continually at war with each other, and had their alliances. In the course of such contests many petty kingdoms merged in the greater ones. The smaller ones now in existence might have owed their independence to the aid of a more powerful ally, their respective Rajahs being relatively connected by ties of blood; for it might have happened in the stronger power, that by extinction of the Tambooratties, the female stock for future inheritance may have been supplied by adoption from the weaker one, or *vice versa*.

61. The principle of adoption is not discretionary. The stock must be supplied from one of the same caste or from a superior one. The Kshetrian is the highest in rank. The Cochin and Cotiote Rajahs are the only Rajahs of that blood. Travancore has been supplied thrice within the last century from the house of Colastry in North Malabar. It is the caste of the female which establishes the distinction and not the paternal blood, which might be equally good in all.

62. The sons of the Rajahs and Princes were entitled to no acknowledged rank in the State. They were merely Nayars of the same caste with their maternal parents, but enjoyed the preference as may be supposed of being provided for, in the different offices of the State.

63. The Nayars from their birth composed the regular military order, and each state appears to have been partitioned into gradations of military divisions from the "Naudwary" to the "Deshwaree". They received different appellations in different districts; their strength was more or less, in each. Every division and subdivision was designated by the allotted quota of Nayars it was required to bring into the field. The allotment, we may suppose, was regulated by their respective means in point of population and other local circumstances. The designations of the different military divisions remain to this day in every district in Malabar. In some there might not be 10 Nayar families in existence whilst it still bears its original appellation of a Deshwary say of 100 or more Nayars. The chieftains both of the larger and smaller military divisions held their dignities hereditary in their families, and had their appropriate titles of distinction. They were not always in attendance on the Rajah's person. If not required on particular State duties, or religious ceremonies, they were only called out for defensive, or offensive warfare.

64. The Rajah had, besides, his household, or personal armed attendants. In a country where little was to be apprehended from internal insurrection, their numbers could not have been many, nor the expence great, a measure of rice daily

for their subsistence and a few cloths yearly being all they got. They were selected from the Nayar caste and many of them obtained small grants of land from the Rajah in free gift which rendered them and their families more immediately the vassals of the Rajah, and supplied the places of those who were thus required to be in constant attendance either on his person, or at his Kolgum or Palace.

65. The observation above made in regard to the security of a Rajah among his own subjects, is justified not only by the experience we have had in Malabar of the wonderful fidelity and attachment among all ranks for those who have rebelled against our authority, in spite of the largest rewards offered for their persons; but also from there being no instance in memory, or handed down by tradition, of open insurrection among the junior members of a family against the reigning head, or of a Rajah being deposed by his own subjects. I restrict myself to open insurrection and not to instances of destruction by poison, or such secret means, which aspiring heirs, or falling ministers may have had recourse to. Conquest, by invasion, is the only power as far as I can learn, that ever subverted the independence of a raj in Malabar.

66. No argument I have yet seen has satisfied me that the Rajahs required a larger revenue than what their royalties gave to them, to enable them to conduct their Governments. Their revenues arose, besides the Poorshandrum, from domains of their own; imposts on trade, and mint duties; fines for criminal offences; protection money from fugitive subjects of other Rajahs; escheated and confiscated estates; offerings from their own subjects at the two great annual festivals; and offerings at the investiture of every senior Rajah; taxes on the professional castes, such as, weavers, distillers, fishermen, etc.; their royalties of gold, elephants, elephants' teeth, teak trees, bamboos, cardamums, honey, wax, wrecks of all vessels stranded on their coast, and a few others which do not immediately occur to me. Their personal expences, if a judgement might be formed from the economy of those existing, several of whom have ample means of living in a princely style, could have required but a small sum.

67. They seem to have had a fixed expenditure for religious and charitable institutions, which, again had their own endowments; and these, on their original establishment, may be supposed to have been adequate for their maintenance. The augmentations they had subsequently acquired by private contributions were considerable, as may be conceived, from the extent of church lands at the present day. The superstition of the people was no doubt the same then, as is now, which encourages the belief, that nothing is more propitious towards averting misfortune, or relieving them from it than bequests from their property to the Pagodas they worshiped.

68. It was the Rajah's special duty, as the protector of religion, to see the rites and ceremonies of all such institutions properly conducted. From their accumulated endowments some of them may have yielded a surplus income which the protecting Rajah would hardly consider it iniquitous to add to the public coffers, to be applied in case of need, for the benefit of the State. In this light, the religious establishments may have been more a source of revenue, than a burthen on the Government. They might indeed in some instances have constituted its principal support.

69. From the impression my own mind has received, on a general view of the subject, I should say, that the Rajahs were most frugal in their personal or domestic expenditure. That they esteemed, and made it, the great principle of their care,

to husband their resources, as the sole means of maintaining their independence against the aggressions of their neighbours. They had allies, it is true, but they could not call in, or avail themselves of their assistance, unless they had the means of subsisting them. The Rajah of an invaded district could draw but a paltry revenue, if any thing, from his own subjects. The ties of allegiance bound every Nayar capable of bearing arms to turn out in the defence of his invaded country. The labouring orders, in a state of villainage were as strongly bound to place their persons at the disposal of their lords. Beyond the personal service thus rendered by his subjects, in case of invasion, the Rajah could not require nor was he capable of deriving from them, a pecuniary aid.

70. Exclusive of the slaves attached to the soil there is a low order of Malabarians not slaves, who are the people above alluded to as being in a state of villainage. The remnants of that state of subjection are still discernible in their language and deportment to the Nayars. In speaking of, or accosting a Nayar they style him by honorary appellations synonymous to lord or master, and retire at a distance upon meeting him on the public way.

71. If the hoarded resources of a Rajah were more than what he judged requisite for his own defence, ambition would spur him to the conquest of a neighbouring district. In attempting such conquests he would be obliged to provide for the maintenance of his own troops, in the event of their being unable to support themselves on the enemy's country, and, if there be any foundation in the story that the Zamorin is wholly indebted to the sword with which he was presented on the partition of Malabar among the Rajahs, for his extensive acquisitions beyond the capital of Calicut which he received with that sword, it is not improbable that the wealth of the Moplahs who formed their first settlements at Calicut, may have constituted the great source of revenue by the means of which he was enabled to effect the conquest of the greater part of South Malabar and to threaten even the territories of the Cochin and Travancore Rajahs.

72. It would thus appear that the Government of the Malabar Rajahs were purely military, Their profession was arms, and they had only their arms to rely on for their independence. The Nayars formed the military order in the State; and held also the different offices of administration; which might be supposed were generally distributed among those whose advanced age or other infirmities rendered them unfit for active service. Their military constitution, next to the example of the mode of succession established in the families of the Rajahs, or most likely it may have been their own custom prior to their elevation as Rajahs, may have given rise to the singular custom of inheritance which obtains among the Nayars.

73. The profession of arms by birth, subjecting the males of a whole race to military service from the earliest youth to the decline of manhood, was a system of polity utterly incompatible with the existence amongst them of the marriage state. Without matrimony the existence of the common Hindoo laws of inheritance was equally incompatible.

74. Such, I apprehend, was the condition of the Nayars under their ancient Governments, from which condition originated their custom of inheritance through the female line, without reference to the paternal parent, a custom that has afforded matter for much speculative opinion.

75, It is obvious, from the nature of their professional duties, that their sexual intercourse could only have been fugitive and promiscuous; and that their progeny could never under such circumstances have depended on them for support.

A Nayar, arriving at an age fit to bear arms, considered it the extreme of disgrace, to be any longer dependent on his own family for subsistence. If there were no employment in his own country he would seek for it in another. Men of their habits, in those days, could never have wanted employment. They must have been always in request, for the havoc of war fell chiefly on their race.

76. Considering the interminable destruction to which they were thus liable, their laws of inheritance and the privilege of polyandry allowed to their females, will be found to have been admirably suited to their social state. The family property though in general managed by the senior male member of the house, was looked upon as rightfully belonging to the females; for without their unanimous consent not an atom of it could be legally alienated. This affords another substantive reason for the attachment to jenm right. In the Zamorin's family the right of the females in this respect is so fully recognized that the signature of the senior Tambooratty to a deed of absolute sale is deemed indispensable in all alienations of the private or kolgum property. Whatever fortune or property a Nayar personally acquired in his career through life, reverted, on his death, to his maternal estate.

77. The females of the Nayar race were thus insured the means of maintaining their children; their privileges in regard to sexual intercourse, afforded to the State the surety, if it may be so termed, of a numerous offspring, and the rigid interdict they were under against communion with any caste inferior to their own, preserved their blood from pollution.

78. After the above disquisition on the state and form of the ancient Government of the Malabar Rajahs, I must here remark that what may therein appear not supported by the voluminous recorded communications which have been read by the Board, and on which they may have deduced the inferences detailed in their proceedings, is founded on the local information which a long residence and intercourse with the people, have enabled me to acquire. In a country where little remains but the legends of tradition to guide our researches, we are in a great measure left to form our own opinions regarding its ancient history from the prevailing institutions and customs.

79. The most singular custom prevailing in Malabar is unquestionably that of inheritance, and I have stated the grounds of my opinion for attributing its origin to a state of society arising from a form of Government purely military. I have also stated the grounds for concurring in the opinion of the existence originally of a Brahminical Hierarchy. I have attempted also to account for the attachment that exists for jenm right, its high value, and why so small a part of it is in the occupancy of the jenmkars.

80. From all that has been said on these points, as well, on the ways and means, by which the Moplahs obtained their landed possessions, and from the explanations which have been given in regard to Pagoda lands, and the peculiarity of the kanum tenure, I trust that the Board will be able to arrive at conclusions which will enable them clearly to distinguish the difference between the condition of the Rajahs and jenmkars here, and the Zemindars, Shotriumdars, Enamdaurs or Mauniumdars on the other side of India—the difference between the prerogatives inherent in the jenm and meerassy right, and the difference which those prerogatives occasion in the state of landed property.

81, It will be understood, that before Hyder invaded Malabar, its sovereigns *did not* "derive, like the native sovereigns of India, as described in the 239th paragraph of your Board's Proceedings, a fixed share of the gross produce of the land rendered in kind from rice land, and in money from dry land and garden produce". That the jenmkars in Malabar would *not* have been "similar to the Shortriumdars, Mauniumdars, and Enamdars," mentioned in the 241st paragraph of the Board's Proceedings, had the latter enjoyed the privilege of transferring their enams, by sale or otherwise, because, the jenmkars, like the meerassidars, are the actual proprietors of the soil, have the power of selling or cultivating it as they please, and depend for their income, on their rents, and not on the Sircar's share of those rents.

82. In regard to rent, there will appear to be some difference in the mode of fixing it, between the jenmkars, and meerassidars, if, as I am led to suppose, that the latter's rent is casual and dependent on the seasons, whereas the jenmkar's rent is fixed by agreement, and neither abatement, nor increase takes place whether the season be bad or good.

83. There are a few Mahomedan priests enjoying "enam" in Malabar to whom the Sircar revenue on particular tracts of land has been remitted under grants from Hyder and Tippoo which have been continued to them by our Government, but those grants convey nothing beyond an assignment of the revenue, the lands themselves remaining the rightful property of the jenmkars. The revenue on certain pagoda lands, have been remitted in a similar manner, besides assignments of land revenue for the support of charitable institutions. Beyond these special grants or assignments of the entire revenue it is not known that any distinctive reservation of the Sircar revenue was made by the assessing officers of the Mahomedan Government in favour of lands held either by their own or by any other particular sect; but all castes were liable to have their lands assessed alike.

84. The Rajahs (established by the Brahmins) and the Nayars under the description already given may be said, as observed by the Board, to have been "servants of the State and bound to render service, civil, military, and domestic". The constitution of the State bound the Rajahs to the exercise of the chief executive powers of the Government and the Nayars to the service of their country. The commutation of personal service into a money contribution does not appear to have been known to the Government of the Rajahs. When they made hostile incursions into other districts the temptation of plunder would obtain them followers at no great expense, but when they assisted an ally with an armed force the ally was necessarily bound to maintain it, in the same manner that the chief and factors at Tellicherry as noticed in the 244th paragraph of your Board's Proceedings, engaged by their treaties with the Kings of Cherical, Cotiote, and Cartenad, to pay certain rations of allowance to the Nayars furnished by them respectively for the defence of Tellicherry.

85. The jenm right was originally confined to the higher castes. The artisans and professional castes were taxed. The defence of the kingdom was constitutionally vested, if I may so describe it, in the landed interests. Hence the sovereign's share of the patom may be said to have merged in the service to be rendered to the State by the jenmkars, excluding of course the Brahminical order, and hence may probably have arisen the exemption of the land from taxation.

29869

86. In the first part of this report the remark has been made, that, in those countries where the proprietory right exists, the subordinate gradations of tenure, excepting the kanum of Malabar, will be found to differ in no material degree. The peculiarity of the kanum tenure constitutes in my opinion the sole cause of the difference between the state of property in Tanjore and Malabar. Had the same tenure been in use in that province the greater part of the present Meerassidars would in all probability have been kanumkars, but the mortgage in Tanjore appears to be foreclosed. The Meerassidar, mortgaging a part of his meerassy, has no prospect of ever being able to redeem it. If he does not redeem it within a specified time he engages to relinquish his meerassy for ever to the mortgagee. In Malabar it has been shewn that the land can redeem its own kanum by the operation of renewed leases; thereby giving a value to the Malabar jenm, which the meerassy right can never attain.

87. In Canara the proprietory right is called "Murgha". I have obtained copies of the land tenures in use in that province, and likewise those in use in Tanjore. Upon comparing the wording of the deed of proprietory right in each province the resemblance is very striking. The rights granted by the deed are minutely specified in each, and certainly nothing can more forcibly define the right of ownership to the soil than the following expressions.

88. *In Tanjore.*—"I have therefore relinquished all my right to the wet and dry land *nunja punja* land contained in the said lot, its trees and woods and whatever may grow upon it, its hills, and all their contents as well as its every property whether arising from the discovery of concealed treasure, springs, quarries, good or evil, the dominion over it of gift and sale, and every possible claim of ownership thereto, to you, your sons and their descendents to possess and to enjoy till the sun and moon shall be no more".

89. *In Canara.*—"The whole of the said extent of ground and every thing appertaining to it, whether cocoanut trees, betlenut trees, jack trees, mango trees, earth or stone, its woods, springs, hidden treasures, good or evil, its every production, the tanks or wells that might be dug therein, having been valued at 52 pagodas. We have received the said fifty-two pagodas from you through the hands of Timapayen of Mangalore, and for the same have sold and conveyed to you by kraya sathanom (written deed of sale) the whole of the said grounds which are assessed to the Sircar revenue at 9 pagodas at ¼ per cent. as aforesaid, together with the original deed which our ancestor received on purchasing the same. You are therefore henceforth at liberty to plant and cutivate the said ground and yourself and your heirs for ever to enjoy its fruits, etc., etc.

90. *In Malabar.*—"I have received the full value of the said batty field and sold it in "Attyper" under the ceremony of presenting water by consent of my proper heirs, and by knowledge of my neighbours and the local authority (of Government) the boundaries of which are as follows: (here the boundaries are specified) with conveyance (to the purchaser) of all my rights over every thing contained within the said boundaries, whether earth or stone, snakes, hidden treasure of every kind, the brooks and woody marshes frequented by deer, fish, ponds, and all the benefit that may ever accrue thereto from the highest region of the heavens to the utmost depth of the earth".

91. Besides specimens of the proprietory right, I have obtained also copies of the different subordinate tenures under which land is transferred both in Tanjore and Canara. Translates of those in use in Malabar will be found annexed to Major Walker's Treatise which has been already referred to in this report.

Vide Enclosures Nos. 1 and 2.

92. In the province of Canara the land appears to have been taxed with a small assessment to the State long before its subjection to the Mahomedan Government. It is admitted, I believe, that the registry of the original land assessment in Canara was as accurate as such an account could be found, in proof of which it may be urged that the accounts of the Shambogues which contain that registry are resorted to by the people as the authentic record of the landed property in that province. The situation of the Shambogue is hereditary and it appears to be his duty derived from ancient custom to be the writer of every deed connected with the transfer of land within the Maagani to which he is attached. Unless he draw out, transcribe, and authenticate it with his signature, the document is not considered valid.

93. The Shambogue's accounts having fallen into the possession of the Mahomedan Government no survey or inspection appears to have been necessary to ascertain the resources of the country. Those accounts formed the basis of the annual jemmabundy; in framing which all that seems to have been required was to put on such additional per centage on the original *shist* as the necessities of the Government demanded, and so remarkably particular do the Shambogues appear to have been in preserving the record of the *ancient* shist that in the deeds, of which translates are herewith forwarded, it is distinctly specified and separated from the subsequent additions put thereon, called the Beyrees.

94. The term "shist" may bear the same signification to the "shistum" in Malabar. In Canara it may have been "the *residue*" belonging *to the State*, after deducting the share of the rent allowed to the proprietor; as, in Malabar, it is applicable to the "residue" owing to the jenmkar after providing for the incumbrances on his estate.

95. In Malabar there having been no land tax, nor any public document of the landed property similar to those in Canara, the officers of the Mahomedan Government, on its invasion, were left to devise their own means for ascertaining the resources of the country against a resisting and refractory population. Those who were employed in framing the assessment, whatever may have been the principle laid down, had some imposing considerations to influence their conduct. First, not to put on an overburthening assessment, through the dread of private vengeance. Secondly, to promote their own interests, by bribery, in putting on a low assessment; and, thirdly, the dread of punishment from their own Government if detected in not doing their duty.

96. The jenmkar's share of the jenm we will assume to have been the income that was considered taxable to the State, though I take this assumption as having been the principle laid down by the deputies of the Mahomedan Government, particularly Arshed Begkhan. I do not, thereby, intend to abandon what I have already said in regard to the orders from his Government implying a claim to the full proprietory share of the produce, by fixing the Sircar's share, at half the produce. Arshed Beg may have found that he could conform to his master's

instructions and still leave something for the jenmkar to enjoy. He may have ascertained that the jenmkar's patom generally amounted to more than half of the gross produce, and therefore levying a per centage on the patom equivalent to half of the gross produce enabled him to execute his master's instructions and yet leave a portion of the patom for the jenmkars to enjoy. His orders to the assessors may have been framed on this principle. How they were executed is sufficiently exemplified by the present state of the assessment.

97. The orders from the Huzur were to take half the produce. The orders of the local executive servants direct a fixed portion of the patom to be taken as the Sircar's share. From neither of these orders can any inference be deduced that the jenmkar's rights are in the slightest degree abrogated thereby, or that the share allotted to him was considered as "enam", or a portion of the share due to the sovereign in the same manner as the fixed enam derived from land by a village totty, a village barber and the several Enamdars enumerated in the 272nd paragraph of the Boards Proceedings; which share, or enam, was to annihilate whatever personal interest or claim he had on the land.

98. On our accession to the Government of the province, though we were informed what the principle of the assessment was, we found that the actual rate of taxation was different in every district, and this unequal state of the assessment has remained unaltered to the present day.

99. By the different principles which have been laid down for new modelling the assessment whether of the pepper vines or any other product, and by those on which the assessment in Wynad was fixed (adverted to in the 273rd paragraph of the Board's Proceedings), it was never intended that either the jenmkar or his tenant was to be restricted to the precise share of the produce prescribed by these principles. The jenmkar's full patom in every case was considered as the fair assessable income for taxation; and whilst we were without those means for ascertaining it, which existed in Canara, and whilst none other were accessible to us excepting their authentic title deeds which the people would never show, the Board will understand it became necessary to establish certain data, formed from what was supposed to be fair and just to all parties, for fixing the taxable income. On similar data was the revenue in Wynad put on without either jenmkar or tenant being required in their mutual agreements to conform thereto.

100. After having fixed the revenue on these data, the Government has unquestionably the right of raising it, whenever the inspection of deeds produced in cases of litigation or other circumstances, led to the discovery of the patom being under-rated by which the Government assessment was regulated. Notwithstanding this acknowledged right, it has never been exercised; the assessment therefore with the lapse of time has settled into an unchangeable permanent charge, and the land sold, mortgaged and transferred from one to another according to its amount.

101. The allusion just made to the state of the revenue accounts in Canara, to the situation of the Shambogues who keep them, to the usages which have constituted them the legal verificators of all deeds of transfer, induces me to offer the suggestion that the Menons, who hold the same situations in Malabar, should be placed on the same respectable footing, be presented in the name of the Government with the style which they use in writing their olahs, and that all deeds relating to landed property shall by law be required to be written and authenticated by

them exclusively, as practised in Canara. The judicial authorities in Malabar after consulting with the most respectable and best informed of the jenmkars, may be directed to establish the precise form in which each deed shall be drawn out, for at present, they are different in almost every district. By being made uniform the Judge would at once understand the nature of every title deed, afterwards produced in court, and very much facilitate the decision of suits regarding property in land. At present it is obvious that the decision of such suits in consequence of various forms in use for one and the same kind of tenure must be greatly embarrassed and retarded. The forms annexed to Major Walker's Treatise may be assumed as the standard, and the explanation therein given be declared to be the rights and properties belonging to each deed. The Provincial Court of appeal would be the most competent authority to form such an arrangement. The Menons being required to indite all such legal instruments for the conveyance of landed property in their respective hoblies, and being held responsible for their correctness and authenticity, the mischievous practice of forging deeds, which is not uncommon, would be greatly checked, if not effectually prevented. If the suggestion here offered be thought deserving of any attention it may be introduced by a few concise clauses in the draft of the regulation submitted with my report of the 20th of April. That regulation would then be completely answerable to its proposed object.

102. In the detailed explanations which have been now given I trust the Board will find all the information which is required in the course of the discussions on the land revenue of Malabar, contained in the 2nd part of their Proceedings down to the 276th paragraphs, including the several points of enquiry noticed in the fourteen queries propounded in the 236th paragraph. If the Board however should require distinct answers to each of those queries, they shall be sent hereafter, but they cannot be completed without reference to the Menons' accounts throughout the Province, which will take some time, and under the idea that the exposition herein given will render their preparation unnecessary, I shall not delay the transmission of this report.

103. The paragraphs from the 277th to the 279th of your Board's Proceedings, refer to the complaints made by the inhabitants of Cartenad and Irvenad as described in the 50th paragraph of my report, dated 16th June 1813, and desire to know who were the complainants, jenmkars, mortgagees or kanumkars. The petitioners did not particularize who they were, but in a general way represented themselves to be the mookistanmars (head-men) and all the inhabitants of those districts. They may in fact be considered to be all those who pay revenue to Government. Though they assumed the whole body of the people, many of those whose revenues were increased by the inspections actually made in the Irvenad district and the Baraguery division of the Cartenad district, alluded to in the 64th paragraph of my report of the 16th June 1813, on being interrogated by me how they could complain of the increase of the inspection which had been made on principles approved by themselves and agreeably to their own wishes as expressed in their general petitions, they declared they were not parties to those petitions, which were drawn out in the name of the whole by a few who expected to benefit by the result.

104. The explanations required by the Board in their Proceedings from the 280th to the conclusion of the 289th paragraph, which closes their observations under the head of land revenue, will have been found in my report, dated the 20th

of April last. All therefore that remains of the 2nd part of those Proceedings, whereupon any further information appears desired from me, is on the subject of "distraint" which I shall give in a few words, for it seems not to be a question involving any matter to which the Board have been disposed to attach much importance.

105. The Board desire to be informed against whom the process of distraint was enforced exemplified in statement No. 8 of the enclosures which accompanied my report of the 16th of June 1813.

106. Of the total of these defaulters amounting in number to 190, the process of distraint was enforced against 55 jenmkars, 85 kanumkars, 20 patomkars, 30 labourers, tiers and fishermen. The proportion which each of those classes bears to the whole number of defaulters is as follows:—

Jenmkars	... ...	$\frac{2\frac{17}{19}}{10}$
Kanumkars	... ...	$\frac{9\frac{9}{19}}{10}$
Patomkars	... ...	$\frac{1\frac{1}{19}}{10}$
Labourers, etc.	... ...	$\frac{1\frac{11}{19}}{10}$

107. The Board express their surprise at the smallness of the balances in proportion to the number of defaulters. This circumstance is owing to the smallness of each defaulter's gross revenue; but if the gross revenue be compared with the amount paid by each defaulter within the fusly the balance will appear great.

108. I am not prepared to reply to the observation contained in the first part of the Board's Proceedings which relate to the monopolies of "salt and tobacco". The enquiry I am desired to institute not being necessary to any conclusive opinions to which the Board wish to come respecting them, for such opinions have been already formed and are explicitly stated on a most comprehensive view of all that has or can be said for and against the systems under which those monopolies have been heretofore conducted, I shall beg leave to convey in a separate report what I may have further to communicate on these subjects. Its arrival however will not I trust be requisite before the Board terminate their resolution on the more important matters which have been discussed in my present report and in that which I had the honour to forward on the 20th of April.

I have the honour to be,
Gentlemen,
Your most obedient servant,

Calicut, 12th September 1815. THOMAS WARDEN.

Translate of the deed of tenure called "Shutta Kreya Shasanum" in the Province of Tanjore corresponding with the "Attyper" of Malabar and "Kreya Sathanam" of Kanara.

In the year Sovastee Sree Salivajana Sagubudom 1708 Kabe Ubdum 4900 Suchta Pashom (from new to full moon), Deshamee (11th day of the new moon) Thursday Liketti (some other particulars are here enumerated descriptive of the auspiciousness of the day and hour) Vengada Supen son of Kamakayna Vishuanee Tregotram Aselaina Shutrom Raguvidiaya Guruven Puttera passes this *"Shutta Kreya Shasanum" to Ragunada Avedani son of Atria gotrom Avastamba, Shutraum Ragovidiaya Suria Naraina Avedani.—Whereas, from the 16th lots belonging to the devasom called Shingabagum, of the land named Shengenattee, the single lot belonging to me together with my dwelling house, I have to relieve myself from distress given to you on "Shutta Vireya Shasanum" at the valuation made ot it of Porto Novo Pagodas 20 having accordingly received from you in ready cash the said sum of 20 Pagodas I have therefore relinquished all my rights to the nunja punja land contained in the said lot, its trees and woods and whatever may grow upon it, its hills, and all their contents, its tank and swamps as well as its every property whether arising from discovery of concealed treasure, springs, quarries good or evil, the dominion over it ot gift, †sale, and every possible claim of ownership thereto, to you, your sons and their descendants to possess and to enjoy till the sun and moon shall be no more. In this manner has Vengada Supen by his own accord passed and delivered this Shutta Kraya Shasanum to Ragunada Avedani. The witnesses to this deed are Mookoody Rama Patter and Guengadre Shastrigueloo and the deed itself has been written by Vengada Supen's own hand—Shezapayen's signature—Vaitie's signature— Singerem Patter's son Subayen's signature. 1, this mark is of Vengadagetom Supen.

Translate of the deed of land tenure called "Nellayendagha Chettoo" in the Province of Tanjore.

On the 2nd day of the month Vyasee of the year named Bawah Suria Narrapayen's son Gopalayen and his relative residing at Mamakallu pass this Nellayendagha Chettoo to Tiagarajen otherwise Ayavayen, son of Sezagapayem of Tiruvaloor. From my nunja punja land called Tayashakadee situated in Tiruvaloor measuring 3 velees, 8 maws, and 50 kuys deducting 9 maws of ground which I have transferred in otty (tenure) to Pallayhattela Annaswamy Ayen, the remainder thereof measuring 2 velees, 19 maws and 50 kuys with all its products I have made over to you on ‡"Tendagha" and received from you on loan 210 hoons paid in

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* Shoot, meaning completed, entire, effectual, clear. Keya, sale; shasanum or written deed, or document; together meaning "deed of entire sale".

† I do not observe that the term meerassy is used in either of the Tanjore deeds. Sentthum "mothel", own property. "Sontthum Nellah", own land, is what I am told is most commonly in use among the natives themselves. If "meerassy" be a Persian or Arabic word signifying a permanent possession it might have been first introduced by the Mahomaden Government in the Carnatic in the same manner as most of the revenue terms in use which are I believe of Persian or Arabic extraction.

‡ Name of tenure.

the Sircar's double silver fanam coin. Having accordingly received from you the said 210 hoons in ready cash I engage to pay you interest for the same at the rate of 1 fanam per 100 fanams per month, every year without fail and the principal on the 14th of the month Wayashy of the year Pramadu ensuing, and redeem the said pledged ground. If I fail to pay you every year the interest due, agreeably to the term ot this writing, or the principal, within the time as above fixed, you are at liberty to possess and to enjoy the produce of the said ground pledged to you on "Tendagha" as if it had been transferred to you on sale by deed of "Kreya Shasanum"—Gopal Ayen's handwriting—The witnesses to this deed are etc., etc.

Translate of the deed of land tenure called "Pungoo Bhogium Muree" in the Province of Tanjore.

On the 2nd day of the month Chitrom of the year Pingella (T. S) Sheshayan grandson of Kodandda Ramayen of Cheyamangalom passes this Pungoo Bhogium Muree to Mootoo Swamy Ayen son of Swamy Ayen of Agarapella. From the 32 Shingue Baaghom (divisions) of the grahmom the shares belonging to me are four. These four shares I have made over to you in Bhogium (mortgage) and received a loan of 85 1/8 Porto Novo Pagodas. For the interest of those 85 1/8 Porto Novo Pagodas you are to enjoy the products of the Batty field and parrambas belonging to the four shares aforesaid as also the varom (rent) remitted by the Sircar and together with the members of the grahmom you are to pay the share which will fall on you of variarra (any general extra taxation) and such expense as may be incurred in supplying the public exigency in sheep and coolies and subsisting people sent by the Sircar and should the Sircar levy either a grain or money assessment you will equally with the body of the grahmakars bear your portion thereof. This agreement is to last three years from this day's date, beyond which in whatever year at the close of the month of Chittera when I pay the full amount of the loan aforesaid you are to receive the same and deliver back to me my shares of the lands aforesaid clear of every debt or balance either to the grahmom or to the Sircar. In this manner I have agreed and passed the Bhogium Muree. The witnesses to this are etc., etc.

4

Translate of the deed of land tenure called "Pungoo Bhogium Muree" in the Province of Tanjore.

On the 2nd day of the month Chitrom of the year Pingella (T.S.) Sheshayan grandson of Kodandda Ramayen of Cheyamangalom passes this Pungoo Bhogium Muree to Mootoo Swamy Ayen son of Swamy Ayen of Agarapella. From the 32 Shingue Baaghom (divisions) of grahmom the shares belonging to me are four. These four shares I have made over to you in Bhogium (mortgage) and received a loan of 85 1/8 Porto Novo Pagodas. For the interest of these 85 1/8 Porto Novo Pagodas you are to enjoy the products of the Batty field and parrambas belonging to the four shares aforesaid as also the varom (rent) remitted by the Sircar and together with the members of the grahmom you are to pay the share which will fall on you of variarra (any general extra taxation) and such expense as may be incurred in supplying the public exigency in sheep and coolies and subsisting people sent by the Sircar and should the Sircar levy either a grain or money assessment you will equally with the body of the grahmakars bear your portion

thereof. This assessment is to last three years from this day's date, beyond which in whatever year at the close of the month of Chittera when I pay the full amonnt of the loan aforesaid you are to receive the same and deliver back to me my shares of the lands aforesaid clear of every debt or balance either to the grahmom or to the Sircar. In this manner I have agreed and passed this Bhogium Muree. The witnesses to this are etc., etc.

5

Translate of the land tenure deed called "Poonja Otty Muree" in the Province of Tanjore.

On the 2nd of the month Anee of the year Virodee (T. S.) Naranapayen Timkally Pulla of Puttoor passes this Poonja Otty Muree to Kottail Chendama Naiquen. From my own Poonja land measuring 8 maws I have put you in possession of 100 kuys and also the naddakanddate of 100 kuys being together 200 kuys or kawney of land and received from you the sum of twenty-five hoons in Madura Chakrums for interest of which you are to enjoy the usufruct of the said land and whenever I shall desire to redeem the same you will resign it to me on my paying you the full amount of the above loan. The witnesses to this are etc., etc.,

6

Translate of the deed of land tenure called "Otty Mury" in the Province of Tanjore.

On the 15th of the month Taye of the year Rectackshee (T. S.) Vennah Maha Devan, son of Adaka Devah of Vadamakotta passes this Otty Mury to Armogom, son of Vartee Deva of the same village.

For the consideration of Porto Novo Pagoda which you have paid to me I have assigned to you in Otty the field formerly cultivated by the Parien Andy, forming part of my own Batty field called Eddean extending to the eastward as far as the Naddamulla (Hill) and also to the southward thereof the lot ashuraden of the field called Maggattoo Kuny Kundoo, both sowing 5 moorahs seed. The condition of this note is that you are simply to cultivate the said ground as Ottykar for the term of four years. The witnesses to this are etc., etc.

Translate of the deed of land tenure called "Edroo Premaanum" supplemental to the deed called "Swamy Bhogium Chitt."

On the 3rd of the month Avanee of the year named Asheya Vittalor Serapayen of vailoor grahmom passes this Edroonada Chit, supplemental to the deed of Swamy Bhogium Chettoo. From the fifteen shares belonging to Gothe Shinga Guena of the aforesaid grahmom, my three quarters share I have already assigned over to you on Swamy Bhogium for eight years on the condition of paying me every year 4 hoons and 8 1/8 fanams which forty eight and one-eighth fanams I am to receive from you yearly. Instead of this on the 30th of the month of Maaragoty of this year, you will pay to Kannaku Ramayen 35 hoons, and redeem from him the Kreya Shaasanom Chit which I have passed to him. To which sum of 35 hoons the interest at the rate of 1 per cent. per month is per annum 4 hoons and 2 fanams. These 42 fanams you are to deduct from the Swamy

Bhogium sent and the balance per annum of fanams 6 1/8 which for 8 years makes 4 hoons 9 fanams you will deduct the sum of 35 hoons to be paid to Kanaka Rama and the remainder thereof being 31 hoons and 1 fanam I will pay to you in ready cash on the 1st Anee of the year Bhawa and receive back my three quarters share which I have assigned to you on Swamy Bhogium. Having thus assigned to you the said 3/4 share on Swamy Bhogium for 8 years, you will accordingly for that period enjoy the products of the garden, batty field and other grounds appertaining thereto, its trees and woods, the Brihmasom attached thereto and every other profit whatever. The witnesses to this deed are etc., etc.

Translate of the deed of land tenure called "Adamaana Chit" in the Province of Tanjore.

On the 13th of the month Cartigom of the year Banah (T. S.) Muttoo Vira Teven son Vella Teven of Anavasil passes this Adamaana Chitt to Nottom Armogom of the abovesaid grahmom. The Naddapunju (the center share) of my own ground named Kupeaddel Toddiel and the 4th kawney (a measure of ground) of the northward part of the Nunja Nattayaddee Kanee, I have made over to you on Adamaanum and received from you in the Company's Circars silver current coins forty fanams. You are to enjoy the products of the said grounds for twenty-seven years at the expiration of which I engage to redeem the same by paying to you the full sum aforesaid of forty fanams. The witnesses to this deed are etc., etc.

Translate of the deed of land tenure called "Swamy Bhogium Chittoo" in the Province of Tanjore.

On the 2nd June 1815 corresponding to 22nd day of the month Vayashee of the year named Yuva Ishumay Rawten and Vapoo Rawten inhabitants of Koddigal Paliam in Sinwaroor jointly pass this "Swamy Bhogium Chittoo" to Kandapa Chettiar inhabitant of Nagapattom. The Nunja ground situated in the Kekara grahmom belonging to you, measuring 8 vellu and 5 maws and the Poonja ground measuring 10 maws together with the Nunja ground belonging to you situated in the Tiruvaroor grahmom measuring 9 velees and 10 maws and in Poonja land 10 maws making the total of Nunja and Punja 10 vellies, this said ground from the month of Wyashee of this year to the 2nd of the month Chittra of the year Weckrama making five years, we have received from you in Swamy Boghium, agreeing to pay to you annually within the month of Taye 200 Kaloms (a measure) of paddy, named Muttoo Chemba, deliverable to the Callapatt (granary) of the abovesaid grahmom, and also to pay to you agreeably to the Jammabundy kists the full amount of each kist as it falls due and take your receipt for the same, and when we sow jingelly seed in the Punja land we engage to give you one Adda (a measure) of jingelly. If the Sircar or Pagoda be in want of cooly people, we agree to furnish them according to custom, That we will pay you the Swami Bhogium for the ground you have assigned to us on that tenure, we have given the surety ot Vakiel Rawten of the abovesaid grahmom. Having mutually agreed in this manner we Ishumay Rawten and Vapoo Rawten inhabitants of Koddigal Paliam in Tiruvaroor have jointly written and delivered this Swamy Boghium Chittoo to Kandapa Chettiar inhabitant of Nagapattanom drawn out in the hand-writing of Nalmakateruta Kurra Chedembera Pilla translated from Malayali versions of the original Tamil copies.

Translate of the deed by which the sale of proprietary right to land is effected, called "Bhumy Kreya Sadanam" in the Province of Canara.

Mudduvidrad Jamen Ayen's grand son Krishnapayen and his younger brother Venguett Raman Ayen together pass this Bhumy Kreya Sadanam to Anandramapayen *on the 16th May 1811 E. S. corresponding with the 9th day of the month Vairaka in the year named Preliejavatia C. S.*

Note Bhum Land Kreya, sale sadanam, deed.

To relieve ourselves from distress we have given on Bhumy Kreya Sadanam the ground named the Wuragha of Chakravania, Shivadunga, and Krishnayen in Mangalapuram Taluk, Koddiala Maaghaney, Atravom grahmum, which our grand father Tamayen purchased by Bhumy Kreya Sadanam from Joendunguen for 65 pagodas on the 3rd day of the month Maga in the year named Begudania the produce of which we have been enjoying from that to the present time whereof the Shistoo is 5 pagodas and 3 fanams and the Beriez (full assessment) is 9 pagodas and 1¼ fanams. The boundaries of the ground paying the said Beriez are as follows:—On the eastern side, from the embankment along the ridge of the dewastanum tank, to the westward. On the south side, from the large dam and the bank of the Nullah through Koddy Subrao's "Wurgha" to the northward. On the west side, along Palaya Pattr's "Wurgha" garden, to the eastward. On the north side, from the abovesaid Palaya Patter's "Wurgha" waste piece of land, and the enclosure belonging to the pagoda dedicated to the Mundditaya Boodhen, to the southward. The total "Wurgha" contained within these four boundaries including what lays to the south-westward of the embankment belonging to Chatapa Chetty are as follows: Particulars of paddy fields. The two pieces of Devaswom Batty field and three pieces of Kurupa Batty field making together five pieces and sewing 2¼ moodahs seed. The piece of Moddom Batty near the Dewastanum sowing ¼ Moodah seeds. The gardens included in the said four boundaries, are 3 in number, and, outside of the said boundaries near to the eastern nattah, is one piece of Batty field, named Paliali sowing ½ Moodah seed, adjoining to it a swampy piece of Batty field and a piece of Batty field above that spot called Timuroo Teetta, and 2 pieces adjoining thereto, called kolinjee, making altogether 4 pieces and sowing ¾ Moodahs seed. In the midst of these fields is a piece of Batty field named Timuroo sowing 1¼ Moodahs seeds and the piece adjoining to it named Manneca Paliali, sowing ¾ Moodah seed, making together seven pieces and sowing 3¼ Moodahs seed; and the total of the above comprise 5½ Moodahs of Batty lands, one piece of Modom land sowing ¼ Moodah, and of 3 pieces of garden land. The whole of these grounds and everything belonging to them including cocoanut trees, betelnut trees, jack trees, mango trees, earth or stone, its woods, springs, hidden treasures, good or evil, its every production, tanks or wells, that might be dry therein. The whole of the aforesaid property having been valued at 52 pagodas, the said sum of 52 pagodas we have received through the hands of Mangalapuram Timayen and for the same have sold and conveyed to you by written deed of sale the whole of the ground aforesaid; assessed at 9 pagodas and 1¼ fanams revenue as aforesaid, together with the original deed which our ancestor received on purchasing the same. You are therefore henceforth at liberty to plant and cultivate the said ground, pay the Sircar's dues and register the same in your name, and yourself and your heirs for ever enjoy the usufruct. We and our heirs henceforth have no

claim whatever to the said ground, and should any dispute ever arise respecting it we engage to settle it. The witnesses of this Mele Sadanam Kreya deed are Pattelom Krishna Ulan of this Hobely, Panddisheratu Balayen and Chakravanee Panju Patter; Rama Patter Gomasta of Govayen has drawn this in his own hand-writing.

NOTE.—The person passing the above deed is required to give the following certificate to the Sircar's cutcherry. (Enter certificate).

Translate of the deed of land tenure called Adavoo Sadanam in the Province of Canara.

The Adavoo Sadanam passed by Munddapa Kellen, nephew to Japil Ishuara Mannayen to Timapayen of Mangalapuram, on the 9th June 1815, corresponding with 11th day of the month Jestta of the year named Sreemuga.

From my "Wurgha" ground situated in Mangalavarom Talook, Koddiala Muaghani, Mogara grahmum of which my ancestors and myself have been heretofore enjoying the usufruct and which pays 28 pagodas and $\frac{3}{4}$ fanam Shistoo (revenue), I have to relieve myself from distress assigned to you on Adavoo (pledge) the following portions of ground. In front of the door of my house, to the northward of the field named Dupe, the square Batty field, containing four gheddas (pieces) sowing 2 Moodahs seed, 1 square piece to the eastward of this field sowing 1 Moodah seed together making 5 pieces sowing 3 Moodahs seed. To the southward of the square spot of barren ground, one piece named Oolli sowing $1\frac{1}{2}$ Moodahs seed. To the eastward of the 3 pieces on which cattle are annually driven to graze, sowing $1\frac{1}{2}$ Moodahs seed, lays a barren spot from which on its northern side, one piece sowing 2 Moodahs seed and to the southward of this 1 piece sowing 2 Moodahs seed and to the southward of this 1 piece sowing $2\frac{1}{2}$ Moodahs seed. To the southward of this again 1 piece sowing 3 Moodahs seed, altogether making seven pieces sowing $10\frac{1}{2}$ Moodahs seed; and further more 1 piece of waste land to the north-east side of the dwelling of Aitu Mannee the tenant of Vellu Sharayen sowing 1 Moodah seed. The whole of which waste, cultivated and barren ground sowing $14\frac{1}{2}$ Moodahs seed the Shistoo of which is 6 pagodas and $\frac{1}{2}$ fanam, with the Shamillut or additional assessment 5 pagodas and $4\frac{1}{4}$ fanams making together the Beriez $11\frac{1}{2}$ pagodas. Further than this the ground which I had leased on Illadaravar Mele Sadanam and redeemed the same, I hereby assign to you in Adavoo or pledge. The four boundaries of this ground named Kodeepandee are as follows:—On the east side, from the limits of Vaduma Chetty's Batty field, to the westward, on the south side, along the Mullah bordering of Anavy Shangaravis fields, to the northward. On the north-western side, from the said Shangaravis fields, to the eastward. On the north side, from my enclosure along the road over the small hill appertaining to Ageloo Shangaravis "Wurgha", to the southward. All the grounds enclosed in the abovesaid 4 boundaries, *viz.*, Batty fields sowing Moodahs seed $4\frac{1}{2}$, waste ground sowing Moodahs seed $1\frac{1}{4}$, together making $5\frac{1}{2}$ Moodahs seed the "Shistoo" of which is 2 pagodas and $5\frac{7}{8}$ fanams, to which is to be added 8 cocoanut trees bearing fruit growing on the ground where Kottary Anda is living and also 9 cocoanut trees bearing fruit growing on the borders of the aforesaid Batty field making together 17 cocoanut trees bearing fruit the Shistoo of which is $4\frac{3}{4}$ fanams, and the "Shamillut" (additional assessment) 2 pagodas and $7\frac{3}{8}$ fanams. The total of the aforesaid two assignments consisting in Batty fields sowing $7\frac{1}{4}$ Moodahs of seed, barren land $10\frac{1}{2}$ Moodahs seed, waste land $2\frac{1}{4}$ Moodahs seed, the

Shistoo of which is 8 pagodas and $6\frac{3}{8}$ fanams and with $4\frac{3}{4}$ fanams Shistoo on the cocoanut trees making 9 pagodas and $1\frac{1}{8}$ fanams together with the Shamillut of 8 pagodas and $2\frac{3}{8}$ fanams making the Beriez (full assessment) 17 pagodas and $3\frac{1}{2}$ fanams. All the ground which is included in the aforesaid Beriez and all the cocoanut trees, betelnut trees, jack trees and mango trees situate therein bearing and not bearing together with all its woods and soil, the houses built upon it by different tenants and everything else within the said ground I have assigned to you in Adavoo and received from your hands 200 pagodas, and the interest calculated in these 200 pagodas is per pagoda one kalassee (a measure) of revenue per annum which at 42 fanams (Hanas) per Moodah make sixty six and a half Moodahs and 7 fanams (Hanas) and the Sircar's Beriez payable in money 17 pagodas and $3\frac{1}{2}$ fanams. These sixty-six and a half Moodahs together with the Beriez of 17 pagodas and $3\frac{1}{2}$ fanams payable in money I engage to make good to you annually within the aforesaid reaping of the 3 crops before the Vishoo Shangrandee. The 200 pagodas for which I have thus assigned to you my ground in Adavoo (pledge) I engage to pay at once on the 30th of the month Palgunam of the year Bawa and redeem the said ground, together with this my Adavoo Sadanam (pledge deed). Should I not pay you within the above limited time and redeem the said ground and deed, I engage after its expiration to make over the said ground by the deed of Kreya Sadanam according to the valuation put upon it by four intelligent persons and if the value should exceed the amount of my debt, to receive the surplus; and if the valuation be less I engage to pay you the deficiency. The witnesses of this deed of Adavoo Sadanam are Subramanayen of Koddumanakutty and Achu Chetty grand son to Maindaapen of Mogaroor Deshum. By the owner's signature and the consent of the two witnesses, Kadare Krishnan has drawn this in his own hand writing.

Translate of the deed of land tenure called Moollaguenee Chittoo in the Provice of Canara.

Narana and his younger brother Rama Subraen, sons of Bailoo Vasudeva Uddupare, pass with one accord this *Bhumi Totah* "Moolaguenee Chittoo" to Vengadda Krishnapayen son of Jimapayen, of Mangalapuram, on the 15th March 1810 E. S corresponding with 16th day of the month of Palgunom in the year nameb Suklo.

Our "Wurgha" Bhumi (landed property) named Nodoo, in Koddiat Maaghana Kadira Grahmom, of which we and our ancestors have heretofore enjoyed the usufruct, excluding the gardens and grounds, which have been divided and allotted to Appana Uddapa as his share. The gardens and grounds of the share belonging to us the "Shistoo" of which is 3 pagodas, 9 fanams and 1 Vishum and the Beriez thereof (full assessment) 6 pagodas and 9 fanams from which deducting remission of 1 pagoda 5 fanams and 3 vishums leaves 5 pagodas $3\frac{3}{4}$ fanams and 1 vishum. The limit of what has been attached to our house is from the embanked enclosure surrounding our house as far as to the road running over the hill to the eastward thereof. Exclusive of this ground which we have attached to our house all the remainder which we have made over to you in Moollaguenee is as follows, viz., from the said road passing over the hill to the eastward to the banked enclosure belonging to Dassa Patter, and from the borders of the said ground taken in by us to the northward. On the western side, from Dama Patter's Kolake Batty field, and also

Rama Krishnapa's Kolake Batty field in a straight line, to the north-eastward. On the north side from the road passing over the hill to the tarom (a stone wall) round Gudda Sangayen's ground to the southward. The grounds contained within these four boundaries are, viz. To the east a piece of Batty field named Kolake kandom including 1 Kanee (a smaller piece in the middle) sowing 1 Moodah seed and 1 piece called Manjaloo Kunee sowing ½ Moodah seed, making together 1½ Moodahs seed. The grounds outside of the abovesaid four boundaries are 1 piece of Batty field called Bailoo Pukutee Maroo sowing 1 Moodah seed, 2 kunies to the westward of this called Ambattatee Maroo sowing 1 Moodah seed, 5 kunees to the westward of this called Manjala sowing ½ Moodah seed, 5 waste kunees to the south-east of this sowing ¾ Moodahs of seed, altogether including the waste kunee and arable grounds, making 4¾ Moodahs seed, besides 1 piece of barren ground to the north of the Pukutee Maroo kandom. All the said grounds as particularized above with their produce of cocoanut trees, betelnut trees, jack trees, and mango trees I have made over to you on Moollaguenee for 12 pagodas and 1½ fanams in money and 9 Moodahs of rice of 42 Dungoes per Moodah; and for the waste ground, which you are to plant, after the expiration of ten years you are to pay half pagoda, making together pagodas 12 and 6¼ fanams and 9 Moodahs of rice to be paid annually. Out of the said rent of 12 pagodas 6¼ fanams and 9 Moodahs of rice, you are to discharge the Sircar's revenue, and pay the remainder to us. You are at liberty to plant on this ground cocoanut and other trees including plantain trees, and yourself, and your heirs after you, to enjoy the products. Neither we nor our heirs are entitled to any more than the residue remaining from 12 pagodas and 6¼ fanams and 9 Moodahs of rice after discharging the Sircar's Nigady, nor can we claim anything more, nor desire you to quit the said property. Moreover we have agreed that from the tank which is situated within the ground taken in by us we shall draw water for two days for our plantation, and on the third day you are allowed to draw water for your plantation, thus two days for us and one day for you. The witnesses to this agreement and to this Moollaguenee deed are Kedelaya Shevaya Putter of this deshum, and Podartee Apayen. With the signature of the owners and consent of the witnesses Nattanapem Gomastah of Krishna Anana Baga has drawn this garden ground deed in his own hand-writing.

(The following certificate noted annexed to the Kreya Sadanam deed).

Translate of Caechittu or Certificate to the Sircar.

The Razanamah passed by Vargada Ageeree of Choliar deshom to the Company Sircar on the 16th June 1812 E. S. corresponding with 7th day of the month Jestta in the year named Anguire.

Having sold and passed the Kreya Sadanam deed the pieces of land my Wurgha property situate in Venkalom Talook, Amiembala Maaghana Choliar grahmom, the produce of which myself and my ancestors before me have heretofore enjoyed the *"Shistoo" of which is 15 pagodas and 1 fanam and the † Shamil 8 pagodas and 6¾ fanams making the Beriez 23 pagodas and 7¾ fanams to Anundramapayen and received through Timapayen of Mangalapuram, the value thereof in the sum of 243 pagodas and 5½ fanams and given my receipt and passed the Kreya Sadanam as also delivered over the said pieces of land. I therefore request that an order might be passed to register the said land in Anandramapayen's name as his Wurgha property, signed by Ageera in Kanam character and the witnesses are Kunja Delugadapa and Suba Patter.

* Shistoo, ancient assessment.
† Shamil, additional assessment.

Translate of the deed of land tenure called "Illadaravar Sadanam" in the Province of Canara.

Vaduma Chetty, the nephew of Kodomtee Gumapa Chetty passes this Illadaravar Sadanam to Vengasta Krishnapayen, the son of Timapayen of Mangalapuram, on the 15th Day of March 1812 corresponding with 2nd day of the month Shaetra in the year Anguiree. To relieve my distress, I have pledged to you on "Illadaravar" my Wurgha ground, the products of which have been heretofore enjoyed by myself and by my ancestors before me, called Kodomtee, situate in the Patura grahmum, Sajave Magana, Vikelom Talook, the full demand on which is 9 pagodas and 1¼ fanams as follows, viz., the Sircar's Beriez (full assessment) 7 pagodas and 1 fanam and the rent due to the Sagave devaswom of 2 pagodas making together 9 pagodas and 1¼ fanams and valued at 225 pagodas and 7½ fanams. I have made over to you the said ground to cultivate and enjoy the usufruct in consideration of having received from you the sum of Surat rupees 903 which is equal to pagodas 225 and 7½ fanams. The whole of the property contained in the said ground assessed to the revenue at 9 pagodas and 1¼ fanams which I have assessed to you on the written deed of Illadaravar, to cultivate and enjoy the products thereof, and received from you the sum of 225 pagodas and 7½ fanams I engage to redeem, by paying to you at once the said sum of pagodas 225 and 7½ fanams within the month of Palgunam of the present year, and receive back this Otty deed. If I fail to make such redemption within the aforesaid time you are at liberty to possess the whole property of the said ground assessed at 9 pagodas and 7½ fanams Nigady, to raise plantation upon it, enjoy its products and register the same at the Sircar's Cutcherry in your name as your "Wurgha" property paying the aforesaid Beriez of 9 pagodas and 1¼ fanams and taking the receipt in your name and ever after possess and enjoy all the benefits thereof yourself and your heirs, I and my heirs henceforward having no claim whatever thereto. The witnesses to this "Illadaravar Sadanam" are Narasinga Patter son of Nagary Narana Patter, Rama Krishnapayen son of Vatumandy Sangapayen, Suppa Patter son of Nagary Nengana Patter and Shangara Chetty son of Timaya Bandary Mukistan of the abovesaid Hobely, Patuvan deshum. By the consent of both parties in presence of the said witnesses Tamaya Thanavaza writer of accounts of Sajapa Magana has drawn this Illadaravar Sadanam in his own hand-writing.

NOTE.—If the holder of our "Illadaravar" deed transfer it with the property to a third person, thereby resting on the latter the rights which he possessed, a Mel Chit, or note of transfer is given with the deed drawn out in the following paragraph.

Translate of the deed called "Illadaravar Mel Sadanam Chit" in the Province of Canara.

On the 27th day of August of the English year 1812, corresponding with the 20th day of the month Shrawana of the year Angira (C. S) Kimmena Allumen, the nephew of Wattoor Mundaden Tayen, passes this "Bhumy (land) Mel-Illadaravar Sadanam". Whereas my ancestor Kandoo Senawen, did, on the 9th day of the month Azadom, in the year Kara, pay to Changaren the nephew of Manneel Changara Chatten of Wekalom Talook, Ookady Magana, Pattoor Grahmum, the sum of 58 pagodas, and received from him in Illadarawar (tenure) the under-described property in land, viz. The Batty field named Vailoo Wallee sowing 2 Moodahs seed. The Batty field named Balatee Maroo, sowing 3 Moodahs seed.

The Batty field named Dupi sowing 1 Moodah seed, altogether sowing 6 Moodahs seed and the piece of waste land belonging thereto, sowing half a Moodah of seed, making together six and half Moodahs of seed, besides my totum (orchard), the "Shistoo" on cocoanut trees, betelnut trees, pepper vines and other trees on the said orchard being 1 pagoda, 9 fanams, and 3/16ths, and the Shamil (additional assessment) 1 pagoda $1\frac{1}{4}$ fanams making together the Beriez (full assessment) 3 pagodas and 10/16ths fanams. Now, to relieve my distresses, I make over to you the aforesaid ground which pays the said Beriez of 3 pagodas 13/16ths fanams, the property appertaining thereto, the products of which I have heretofore enjoyed, together with the original deed passed by the owner of the said grounds, in consideration of my having receieved from you, for the said pledged property from its impoverished state the sum of pagodas 39 and $7\frac{1}{2}$ fanams. You are therefore henceforth at liberty to cultivate and enjoy the usufruct of the said grounds and pay the Sircar's Beriez. For the said sum of pagodas 39 and $7\frac{1}{2}$ fanams which I have received from you, you are not to demand any interest, nor am I to demand from you any Meecharum (residue rent) from the produce of the said grounds, and should the owner call upon you to resign the said ground you are authorized to receive the full debt upon it according to the original deed passed by him to my ancestor and then to resign it to him together with the said original deed. The witnesses to the passing of this Illadaravar Mel-Sadanam Chittoo are Krishnapy Tayroo, and Diwadoo Sooba Samby, and with the consent of both parties, Tama Shambogue has written the same with his own hand-writing

NOTE.—A person transferring his Illadaravar tenure with the original deed in the preceding manner, takes a counterpart instrument from the transferrer certifying the conditions on which the transfer was made. This instrument is called a "Kararnamah" and is drawn out in the following form.

Translate of a Kararnamah or Counterpart Agreement to the Illadaravar Mel Sadanam.

The Kararnamah passed by Maralamen daughter of Chika Mambiary of Mangalavarom Pettah to Chinacoo, sister of Dânora Timapaya of Mangalapuram Hobely and Tanah, and to Munddapoo son of her niece on the 11th December 1811 E. S. corresponding with the 26th day of the month Margacheera in the year named Progelpatra.

From the Wurgha property belonging to Timapa Rayre situated in Coditom Maghana, Canura gramum of which you and your ancestors had enjoyed the products two lots of garden ground paying 19 pagodas and $5\frac{3}{4}$ fanams Beriez (full revenue) you have assessed to me for the sum of 310 pagodas and passed a Melchittoo on the 23rd September of the year aforesaid, corresponding with the 6th of the month Assuidee, to be held by me, agreeably to that writing, from the date thereof to the year Vishoo, within the festival of Vishoo Shangrandi which makes $9\frac{1}{2}$ years and beyond that period calculated from the said Vishoo Shangrandi of the year named Soubanee. If, at the expiration of the said limited time you bring and pay to me at once, the value of improvements I may have made in the ground aforesaid according to the valuation of four intelligent persons and the above-mentioned sum of 310 pagodas, I engage to deliver back to you the garden ground aforesaid together with your original deed and the Mel-chittoo accompanying the same. But if one day above the aforesaid Vishoo Shangrandi of the Soubanee year should elapse and you omit to redeem your property agreeably to the tenor of the said

Mel-chittoo which you have passed to me, I and my heirs will continue to hold possession, and enjoy the products thereof and neither you nor your heirs are thenceforth to have any claim upon the said garden ground nor I nor my heirs to have any right to demand the price of the abovesaid ground nor the value of the improvements I may have made therein. This Kararnamah after expiration of the time limited being then of no validity you are to return to me. The witnesses to this Kararnamah are Melevittil Kunharyhearys son Amod Beary, Canora Rama Chetty, Bajel Sangapoo, Canora Akaman. The signature of the owner and the mark of Maralamen's hand. Canora Rama Chetty, Bajel Sangapoo and Canora Akamen are also witnesses to the Amod Beary's hand-writing in the Arabic character. With the consent of both parties Naranapen the gomastah of Krishna-sanabogue writer of the Magany accounts has drawn this Kararnamah in his own hand-writing.

Translated from Malayalum versions of the original copies in Canarese.

29869